



# Commonwealth of Massachusetts State Ethics Commission

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**SUFFOLK, ss.**

**COMMISSION ADJUDICATORY  
DOCKET NO. 623**

## **IN THE MATTER OF MABLE E. GASKINS**

### **DISPOSITION AGREEMENT**

The State Ethics Commission and Mable E. Gaskins enter into this Disposition Agreement pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On February 23, 2000, pursuant to G.L. c. 268B, §4(a), the Commission initiated a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Gaskins. The Commission has concluded its inquiry and, on April 10, 2001, found reasonable cause to believe that Gaskins violated G.L. c. 268A, §§19 and 23.

The Commission and Gaskins now agree to the following findings of fact and conclusions of law:

#### **I. Introduction**

1. At all times here relevant, Gaskins was the Lawrence superintendent of schools, having been appointed by the school committee to serve from July 1998 until June 2002. Therefore, Gaskins was a municipal employee as that term is defined in G.L. c. 268A, §1, and subject to the provisions of the conflict of interest law, G.L. c. 268A.

2. Lawrence is one of the poorest school districts in the state and relies heavily on state funds. Lawrence High School lost its state accreditation in 1997.

#### **II. Hiring and/or Compensating Sylvia H. Stokes**

3. Sylvia H. Stokes is Gaskins' sister and a member of her immediate family as that term is defined in G.L. c. 268A, §1.

4. Shortly after becoming superintendent in July 1998, Gaskins hired Stokes at the rate of \$50 per hour to review resumes, formulate interview questions and evaluate candidates for school department positions. Stokes worked a total of 19 hours on those tasks and submitted an invoice for \$950.

5. On December 21, 1998, Gaskins sent a letter to the mayor of Lawrence seeking to have the city expedite the \$950 payment to Stokes. Gaskins also signed a payment slip and an accounting sheet regarding the \$950 on that same date. Thereafter, Stokes received her \$950 payment.
6. In April 1999, Stokes was again hired to work for the school department at the rate of \$50 per hour to review resumes and develop interview questions for two additional school department positions. Stokes worked a total of 10 hours and submitted an invoice for \$500.
7. Gaskins signed a payment slip for \$500 in May 1999. Stokes received her \$500 payment for these tasks thereafter.
8. Except as otherwise permitted,<sup>1/</sup> §19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he or a member of his immediate family has a financial interest.
9. Gaskins' sister, Stokes, was a member of Gaskins' immediate family within the meaning of §19.
10. The decisions to hire and compensate Stokes in 1998 and the decision to approve her compensation in 1999 were particular matters within the meaning of G.L. c. 268A, §1.<sup>2/</sup> In addition, Stokes' submission of invoices requesting payment for her work were particular matters.
11. Stokes had financial interests in those particular matters because she was to receive \$50 per hour as compensation for her work.<sup>3/</sup>
12. As school superintendent, Gaskins participated personally and substantially in the decisions to hire and compensate Stokes.<sup>4/</sup> In addition, Gaskins participated personally and substantially as superintendent in reviewing and approving Stokes' submitted invoices, and in seeking to expedite payment for Stokes in 1998.
13. When she so participated, Gaskins knew that Stokes had financial interests in those particular matters.
14. Accordingly, by hiring her sister and approving and expediting her payments in 1998, and by approving her payments in 1999, Gaskins officially participated in particular matters in which to her knowledge a member of her immediate family had financial interests. By doing so, Gaskins violated G.L. c. 268A, §19 on those occasions.

### III. Approving Drucille H. Stafford's Payments and Contract

15. Drucille H. Stafford, a doctor of education, was a professional colleague and personal acquaintance of Gaskins. Gaskins and Stafford first met in 1992, when Gaskins hired Stafford to work for an educational consulting firm based in Minneapolis. Stafford left that firm in 1997 to start her own educational consulting firm, Stafford & Associates, based in Baltimore, Maryland.
16. In July 1998, shortly after her own hiring by Lawrence, Gaskins recommended to the mayor and the school committee that Stafford be hired to serve as Gaskins' transitional assistant for one year, from July 1998 until June 1999. Having observed Stafford's work during the years with EAI, Gaskins believed that Stafford would be a valuable asset to the Lawrence schools.

17. Based in part on Gaskins' recommendation, the school committee reviewed and approved Stafford's hiring.

18. Stafford was first hired for a six-day term to set up the new teacher training program, but her engagement was extended through June 1999 (FY99), pursuant to an employment contract, to advise the school system on "a staff development model for student achievement and teacher accountability." Stafford's FY99 consultant contract was for 135 days (\$725 per day) not to exceed \$97,875. The contract authorized the city to reimburse Stafford for certain "direct costs" incurred pursuant to work performed under the contract, but did not specify per diem expenses for lodging or meals.

19. Gaskins, as department head, signed Stafford's FY99 contract on behalf of the city. The mayor also signed Stafford's contract, and the city attorney approved it as to form.

20. Between July 1998 and April 1999, Stafford traveled to Lawrence each month to consult with Lawrence school officials. Both Gaskins and Stafford kept their primary residences out-of-state, and each woman maintained a separate residence in Lawrence.

21. In or about April 1999, Stafford and Gaskins discussed finding an apartment together. As both women were maintaining separate residences in other states, it made economic sense to share rental expenses in an apartment near their workplace. In April 1999, Gaskins and Stafford jointly signed a lease agreement to rent a two-bedroom apartment at the Museum Square Apartments in Lawrence. The rent was \$1,150, split evenly between the two women. The apartment was approximately 100 yards from the Lawrence Public Schools' central office.

22. When Gaskins and Stafford moved in together, Stafford was still working under her FY99 contract. Neither Stafford's FY99 contract nor the FY99 contracts of the other consultants to the school district contained a per diem lodging or meal allowance.

23. Pursuant to her FY99 contract, Stafford submitted invoices for her consulting fees through the end of June 1999. As superintendent, Gaskins reviewed and approved all payments made to Stafford. These matters were also reviewed and approved by other city officials, including the mayor, whose review and approval was required in the ordinary course.

24. In July 1999, Stafford signed a new one-year contract with the city of Lawrence to assist the high school in achieving accreditation. Stafford's FY00 contract was capped at \$62,250, which included compensation for consulting services (\$725 or \$750 per day, depending on the services provided) and reimbursement for certain expenses based on submitted receipts. Among the allowable expenses were \$3,600 for a "Lodging Allowance" (\$50 per day for 6 days per month) and \$2,520 for a "Meal Allowance" (\$35 per day for 6 days per month). These allowances were also added to the FY00 contracts of the other consultants to the school district.

25. Gaskins, as superintendent, signed Stafford's FY00 contract, and the FY00 contracts of all other consultants to the school district, on behalf of the city. The mayor also signed the consultants' contracts, and the city attorney approved them as to form.

26. Stafford was terminated on January 25, 2000. From July 1999 until her termination on January 25, 2000, Stafford submitted invoices for her consulting fees and receipts for such items as lodging, groceries, meals, personal items, transportation and conferences. Stafford's request for a lodging allowance varied each month depending on how many days she worked in Lawrence, but she always included a receipt from her landlord to show that she had paid \$575 in rent.

27. As superintendent, Gaskins reviewed and approved all compensation and expense reimbursements paid to Stafford pursuant to her FY00 contract. These matters were also reviewed and approved by other city officials, including the mayor, whose review and approval was required in the ordinary course.

28. From Stafford's initial hiring in July 1998 until her termination in January 2000, the city paid Stafford over \$150,000 in fees and expenses.

29. Section 23(b)(3) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. Section 23(b)(3) further provides that the section is not violated if an appointed municipal employee discloses in writing to his appointing authority the facts which would otherwise lead to such a conclusion.

30. By approving payments to Stafford and signing her FY00 contract while sharing an apartment with Stafford from April 1999 onward, Gaskins knowingly acted in a manner which would cause a reasonable person, with knowledge of the relevant circumstances, to conclude that Stafford could unduly enjoy Gaskins' favor in the performance of her official duties. By so acting, Gaskins violated G.L. c. 268A, §23(b)(3) on those occasions.

31. Gaskins did not file any disclosures with the school committee, her appointing authority, relevant to these matters to avoid violating §23(b)(3).<sup>5/</sup>

#### IV. Resolution

In view of the foregoing violations of G.L. c. 268A by Gaskins, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Gaskins:

(1) that Gaskins pay to the Commission the sum of two thousand dollars (\$2,000) as a civil penalty for violating G.L. c. 268A, §§19 and 23(b)(3); and

(2) that Gaskins waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: May 22, 2001**

<sup>1/</sup>Section 19(b)(1) provides that it shall not be a violation of this section if the municipal employee first advises the official responsible for appointment to his position of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by that official that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. As an appointed municipal employee, Gaskins could have sought, but did not, a §19(b)(1) exemption; none of the other §19 exemptions apply in this case.

<sup>2/</sup>"Particular matter" means any judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, finding, but excluding

enactment of general legislation by the general court and petitions of cities, towns, counties and districts for special laws related to their governmental organizations, powers, duties, finances and property. G.L. c. 268A, §1(k).

<sup>3/</sup>"Financial interest" means any economic interest of a particular individual that is not shared with a substantial segment of the population of the municipality. See *Graham v. McGrail*, 370 Mass. 133 (1976). This definition has embraced private interests, no matter how small, which are direct, immediate or reasonably foreseeable. See *EC-COI-84-98*. The interest can be affected in either a positive or negative way. *EC-COI-84-96*.

<sup>4/</sup>"Participate" means to participate in agency action or in a particular matter personally and substantially as a state, county or municipal employee, through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise. G.L. c. 268A, §1(j).

<sup>5/</sup>Gaskins notes that, in the first paragraph of a two-page letter sent to the school committee on April 23, 1999, she included the statement, "this was moving week for Dru and me. 'Dru' referred to Stafford. In the remaining two pages of the letter, Gaskins advised the school committee of numerous school department issues. Section 23(b)(3) provides that it shall be unreasonable to conclude that a public employee has created an appearance of impropriety if the employee has "disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion." Other than this reference to "moving week for Dru and me," Gaskins provided no written statement to the school committee regarding her sharing an apartment with Stafford. Moreover, even if the letter had been made public -- which is not clear from the facts -- that statement alone does not reflect that Gaskins and Stafford were moving in together *as roommates*. Thus, Gaskins' April 23, 1999 letter did not suffice as a §23(b)(3) disclosure.